

(1) Number of pages _____

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MADRAS RECORD OFFICE.**Government of Madras.***Public Works* **DEPARTMENT.**

G.O. No.	1095	Press
		~~Mis.~~
251-53		
Dated	19-4	1871

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
19th April 1871.*

Read the following papers :—

No. 251. Endorsement of the Acting Superintending Engineer, 8th Division, dated Madura, 3rd April 1871, No. 30.

From Lieutenant F. S. SHEPHERD, R.E., Officer in charge of Streeciviguntum Anicut Project, to the Superintending Engineer, 8th Division, dated Palamcottah, 29th March 1871, No. 371.

With reference to your letter No. 3,283, dated 24th instant, I have the honour to enclose copy of a letter from the Contractor's Agent.

2. The contractor has just been convicted by the Sessions Court of the first charge brought against him, so that I presume it is his intention to leave matters undecided until the result of an appeal to the High Court shall have been made known.

3. I believe the fact of the contractor having stopped work for the last two months is sufficient reason for taking the work out of his hands on obtaining the permission of Government to tender him the sum which is considered due to him. He cannot file a suit without the production of the memorandum dated 21st December 1868, in which case the penalty mentioned therein could be enforced. I should not have referred the question for orders if all efforts to settle the matter on my part had not failed.

From Mr. J. H. PRINCE, Contractor's Agent, to the Executive Engineer in charge of Streeciviguntum Anicut Project, dated Palamcottah, 29th March 1871.

In reply to your Memorandum of to-day's date, I have the honour to inform you that, pending the present trial against the Contractor, I am unable to enter upon the subject of proceeding with the anicut works or any matter in connection therewith at present.

FORWARDED to the Acting Chief Engineer for Irrigation, with reference to memorandum No. 47, dated 20th February 1871, from Major Mullins, R.E.

2. The answer from the Contractor's Agent is such as might have been anticipated.

3. As Government have ruled, *vide* G. O., 13th July 1865, No. 1,983, that Superintending Engineers are alone vested with the power of entering into contracts for the execution of Public Works, the document prepared by Lieutenant Shepherd, R.E., is apparently worthless.

4. Lieutenant Shepherd reports that the whole of the work executed has been measured up with the exception of some small portions still under water, and that the accounts of the whole will be ready shortly when the Contractor's claim can be finally settled.

5. The Acting Chief Engineer for Irrigation is well aware of the present state of the works, and that the foundation of the remaining portion of the lower retaining wall of the anicut that has to be built can only be put in during the driest months of the year, *i.e.*, in April and May, and that if this work be not completed during these two months, it will in all probability be impossible to lay the foundations until the same months next year, and that it will not be safe to raise the anicut any higher until the retaining wall is finished.

6. Under these circumstances the undersigned has the honour to request that he may be favoured with the instructions of Government at an early date as to the proceedings he is to take in this matter.

(Signed) R. A. ROBERTS, Lieut. Colonel, R.E.,
Acting Superintending Engineer, 8th Division.

No. 89.

No. 252. Note by the Acting Chief Engineer for Irrigation.

SUBMITTED to Government with a copy of the memorandum* of Agreement with the Contractor referred to in paragraph 3 of the Superintending Engineer's endorsement.

* Dated 21st December 1868.

2. The execution of the whole of the Streeviguntum works was given to V. Ragavacharry, the Contractor, under certain conditions stated in the above memorandum, the principal of which were that if the works were not finished by the 1st April 1871, the payments to the Contractor were to be calculated on rates 5 per cent. lower than those allowed in the estimate; and that a further penalty of 5 per cent. would be incurred if they were not completed by the 1st April 1872.

3. In January last V. Ragavacharry was committed for trial on a criminal charge connected with the execution of other contracts for Public Works in the same district, and since then work has been entirely stopped on the Streeviguntum project.

4. The Superintending Engineer points out that we have already lost some weeks of the best season of the year for work in the river bed, but that if the works could be at once taken out of the hands of the Contractor by the Executive Engineer, it would be possible to complete the foundation of the remaining portion of the lower retaining wall by the end of next month, before the south-west monsoon freshes fill the river.

5. The terms of the memorandum of Agreement appear to entitle the contractor to retain the works in his hands till April 1872, if there were any prospect of his carrying on the work *bona fide* with the intention of completing them as quickly as his means allowed. But under the circumstances of his trial (and, I am informed, his conviction) before the Sessions Court of Tinnevely, not only is there no such prospect, but assuming that he has been convicted of fraud in another contract with Government, there is, I think, no doubt that Government can at once take the works out of his hands and have them completed by their own officers. On this point, however, it may be advisable to obtain a legal opinion.

6. The memorandum of the conditions under which the contract for the Streeviguntum works was given is an informal document, quite unsuited to a contract for such extensive works, involving expenditure of upwards of eight lacs. I am altogether opposed to contracts of this kind, being quite certain that large Public Works, especially works of irrigation, will generally be done better and more cheaply under the direct management of the Executive Engineers, but, if a contract for the execution of an extensive system of works is given to one man, the document binding the contracting parties should be drawn up with the utmost precision and provide for every contingency.

FORT SAINT GEORGE,
13th April 1871.

(Signed) J. G. RYVES, Captain, R.E.,
Acting Chief Engineer for Irrigation.

MEMORANDUM.

CAMP AT CARNUM, 21st December 1868.

BEFORE making any payments for the work done by Contractor V. Ragavacharry it is very desirable that the agreements and conditions already accepted verbally should be recorded in writing to avoid any future misunderstanding. It is not necessary for the Contractor to sign a legal document as long as payments are only made for work satisfactorily performed; but he is requested to affix his signature to this memorandum in token of his acceptance of the following conditions.

The contract for the whole of the Streeviguntum Anicut Project will be given at the full rates of the estimate on the following terms:—

1. The whole work to be completed before the 1st of April 1871 (April the first, eighteen hundred and seventy-one) under a penalty of 5 per cent. on the full rates of the estimate. But if the work is still incomplete on the first of April eighteen hundred and seventy-two (April 1st, 1872) a further penalty of 5 per cent. or a total of 10 per cent. on the rates of the estimate will be enforced. The work is to be taken up in the order pointed out by Lieutenant Shepherd, and to avoid any possibility of the contractor completing only the easier portions of the work at the full rates and afterwards throwing the more difficult operations on the Executive Officer, it should be understood that the full rates will be withheld until the progress of the works in the opinion of Lieutenant Shepherd is such as to leave no room to anticipate such a contingency.

4. Burnt bricks for the anicut and head sluices will be delivered at the kiln at the rate of Rupees 5-8-0 per thousand. The contractor to provide the chunam floors on which they will be made. Five per cent. on the cost of the earthwork will be given for cutting trees, tamping, and trimming the embankments for the channels. The cut-stone from the old fort at Palamcottah, which has been carted to the site of the anicut by the Collector, will be taken over by the Contractor at the rate of Rupees 5 per cubic yard.

(Signed) F. S. SHEPHERD, Lieut., R.E.,
Asst. Engr. in charge of Streeviguntum Anicut Project.
I accept the above conditions.

(Signed) V. RAGAVACHARRY.

In the presence of { (Signed) J. MACKENZIE BELL.
(„) WILLIAM HUGHES.

(True Copy)

FORT SAINT GEORGE,
13th April 1871.

(Signed) J. G. RYVES, Captain, R.E.,
Acting Chief Engineer for Irrigation.

No. 253.

ORDER THEREON, 19th April 1871, No. 1,095.

IRRIGATION, No. 14.

As the Agreement under which the construction of the works of the Streeviguntum Anicut Project was entrusted to Ragavacharry is informal, and appears to have been entered into by Lieutenant Shepherd without authority, and as, moreover, Ragavacharry has neglected to carry out its stipulations by ceasing to do work for a period of two months, the Government are of opinion that the agreement so irregularly made with him must be considered null and void, and that there is nothing to prevent the works being taken up departmentally with a view to their vigorous prosecution during the present short working season.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the Acting Superintending Engineer, 8th Division.
" Chief Engineer for Irrigation.
" Controller of Public Works Accounts.
Exd. S. T. Augustin.

No. 371

Palma Huk
29th March 1871

Know, The Officer in Charge of
Seringgamam Amicut Project
To, The Superintending Engineer,
8th Division.

Sir, With reference to your letter No. 3283 dated 24th instant, I have the honor to enclose copy of a letter from the Contracting Agent.

The Contractor has just been convicted by the Sessions Court of the first charge brought against him; so that I presume it is his intention to leave matters undecided until the result of an appeal to the High Court shall have been made known.

I believe the fact of the Contractor having stopped work for the last two months is sufficient reason for taking the work out of his hands on obtaining the permission of Government to tender him the sum which is considered due to him. He cannot file a suit without the production of

of the same dated 21st December 1868, in which case the penalty mentioned therein could be enforced. I should not have referred the question for orders if all efforts to settle the matter on my part had not failed.

I have the honor to be
Signed J. P. Shepherd A. E. C.
Executive Engineer in Charge of
C. P. A. C.

No 30 (True Copy)

Forwarded to the A. Chief Engineer
for Irrigation with reference to Memo No.
17 dated 20th February 1871 from Major Mullins. R. E.

2. The answer from the Contractor's
Agent is such as might have been
anticipated.

3. As Government have ruled, vide G. O.
13th July 1865, No 1983, that Superintending
Engineers are alone vested with the power
of entering into contracts for the execution
of Public works, the document prepared

by

by Vicent Shepherd & Co. is apparently worthless.
4. Vicent Shepherd reports that the whole
of the work executed has been measured up
with the exception of some small portions still
under water, & that the accounts of the whole
will be ready shortly when the Contractor's
claim can be finally settled.

5. The A. Chief Engineer for Irrigation is
well aware of the present state of the works
& that the foundation of the remaining portion
of the lower retaining wall of the Anicut that
has to be built can only be put in during the
driest months of the year, i.e. in April and
May. & that if this work be not completed
during these two months, it will in all pro-
- bability be impossible to lay the foundations
until the same months next year, & that it
will not be safe to raise the Anicut any
higher until the retaining wall is finished.

6. Under these circumstances the under-
- signed has the honor to request that he may
be favored with the instructions of Govern-
- ment at an early date as to the Pro-

- C. S. Jones

- cardings he is to take in this matter.

Madira
3rd April
1871

Rear. Volante Newell Col. R.C.
Acting Superintending Engineer
3rd Division

Palmerston
29th March 1871

To,
Messrs. H. S. Shepherd & Co.
Exec. Engineer in charge of S. A. P.

Sir,

In reply to your Memo of today's
date I have the honor to inform you
that pending the present trial against
the Contractor, I am unable to enter
upon the subject of proceeding with
the Ancient works or any matter
in connection therewith at present.

Yours Yc.
Signed / J. T. Pinner
Contractors agent.

(True copy)

Signed / H. S. Shepherd & Co.
Exec. Engineer in charge of
S. A. P.

(True copy)

Recd. Robert Vieux Col. R. E.
Acting Superintending Engineer
S. A. P.

29th March
Messrs. H. S. Shepherd & Co.
Exec. Engineer
S. A. P.

To, The Chief Engineer
for Irrigation

Dated 29th March 1871
Received

N. 1690 / 71

Circle-1

Forward Copy of letter
from the Executive Engineer
in charge of Irrigation
ancient works & requests
instructions of Govt. as to the
steps he is to take for the
execution of the works.

N. 1095-19th April / 71

Camp at Pennington
25th December 1868

Memorandum

Before making any payments for the work done by Contractor J. Pagara (Garry) it is very desirable that the agreements & conditions already accepted verbally should be recorded in writing to avoid any future misunderstanding. It is not necessary for the Contractor to sign a legal document as long as payments are only made for work satisfactorily performed; but he is requested to affix his signature to this Memorandum in token of his acceptance of the following conditions.

The Contract for the whole of the Streetygunnam ancient Project will be given at the full rates of the Estimate on the following terms.

1. The whole work to be completed before the 1st of April 1871 (April the first eighteen hundred and seventy one) under a penalty of five

Dec 1690/71

Endorsement of 21st March 1871
The 16th Dec 1870
J. Pagara (Garry)
Contractor for Streetygunnam
ancient Project

five percent on the full rates of the Estimate. But if the work is still incomplete on the 1st of April eighteen hundred and seventy two (April 1st 1872) a further penalty of five percent or a total of 10 percent on the rates of the Estimate will be enforced. The work is to be taken up in the order pointed out by Lieutenant Shepherd, & to avoid any possibility of the Contractor completing only the easier portions of the work at the full rates & afterwards throwing the more difficult operations on the Executive Officer, it should be understood that the full rates will be withheld until the progress of the work in the opinion of Lieutenant Shepherd is such as to leave no room to anticipate such a contingency.

Burnt Bricks for the aqueduct & Head sluices will be delivered at the Mill at the rate of Rupees 5-8-0 per thousand. The Contractor to provide the Churnam flans on which they will be made. Five percent on the cost of the earth-work will be given for cutting, trees, tampering & trimming.

trimming the embankments for the channels. The cut stone from the Old Fort at Palamcottah which has been carted to the site of the aqueduct by the Collector will be taken over by the Contractor at the rate of Rs 5 per cubic yard.

(Signed) F. S. Shepherd Esq. RE
Assistant Engineer in charge of
Sungumtun A P

I accept the above conditions

(Signed) V. Raghavachary

In the presence of (signed) J. Mackenzie Bell
of (signed) William Hughes

(True copy)

Fort St. George H. R. S. Captain RE
13th April 71 Acting Chief Engineer for Angulim

Endorsement of the Superintending Engineer
8th Division No 30 dated 3rd April 1871.

No 39.

Enclosure 3.

*dated 21 Dec. 1868.

Submitted to Government with a copy
of the memorandum* of agreement with
the Contractor referred to in para 3 of the
Superintending Engineer's endorsement.

2. The execution of the whole of the
Atrivigountam works was given to V. Raga-
vachari, the contractor, under certain
conditions stated in the above memoran-
dum. The principal of which were that
if the works were not finished by the 1st
April 1871, the payments to the Contractor
were to be calculated on rates 5 per cent
lower than those allowed in the estimate,
and that a further penalty of 5 per cent
would be incurred if they were not com-
pleted by the 1st April 1872.

3. In January last V. Raghavachari
was committed for trial on a criminal
charge connected with the execution of other
contracts for Public works in the same

District

To
The Secretary to
Government P.W.D.

Dated 13th April 1871
Page 14
No 169 of 71

Copy of Memorandum
of agreement executed
by the Contractor of
Atrivigountam District
Project.

District - and since the work has been entirely stopped on the Shungoon-tum Project

4. The Superintending Engineer points out that we have already lost some weeks of the best season of the year for work in the River bed, but that if the works could be at once taken out of the hands of the contractor by the Executive Engineer, it would be possible to complete the foundations of the remaining portion of the lower retaining wall by the end of next month, before the S.W. monsoon-fishes fill the river.

5. The terms of the memo of agreement appear to entitle the contractor to retain the works in his hands till April 1893, if there were any prospect of his carrying on the work bona fide with the intention of completing them as quickly as his means allowed. But under the circumstances of his trial and, I am informed, his conviction, before the Sessions Court

Court of Lurevelly, not only is there no such prospect, but assuming that he has been convicted & fined on another contract with Government, there is, I think, no doubt that Government can at once take the works out of his hands and have them completed by their own forces. On this point, however, I may be advised to obtain a legal opinion.

6. The memorandum of the conditions under which the contract for the Shungoon-tum works was given, is an informal document quite unsuited for a contract for such extensive works involving expenditure of upwards of 8 lacs. I am altogether opposed to contracts of this kind, being quite certain that large public works, especially works of irrigation, will generally be done better & more cheaply under the direct management of the Executive Engineer, but, if a contract for the execution of an extensive system of works is given to one man, the document binding the contracting parties should be drawn up with the utmost precision & provide

for every contingency.

Fort St. George 3 *H. Ryman* Capt. R.S.

13th April 1871. 3rd Lt. Chief Magistrate for Immigration.

To
The Secretary to Govt. P. M. D.

William Morris D. O. S. M. D.

125-5-95

Dated 13th
Depd 14th April 1871.
Recd 14th 3 " — — —
N^o 9.
Cost 3.

Notes in connection
with the contract
for the Struigoon.
turn ancient works
given to V. Ragava-
chary.

MS. A. 9. 2. 19. April 1871

Adm

From The 49th Chief Engineer
for Regulation of the River

As the agreement under which the construction of the works of the irrigation project was entrusted to Nagavashany is informal, and appears to have been entered into by Lieutenant Shepherd without authority and as, moreover, Nagavashany has neglected to carry out its stipulations by ceasing to do work for a period

of two months, the
Govt. one of opinion
that the arrangement
so irregularly made
with him must be
considered null and
void, and that there
is nothing to prevent
the works being taken
up departmentally with
a view to their vigorous
prosecution during the
present short working
season —

W.D.

S. Engr. S. L. G. /
Chief Engr. for Amn.
Dept. /

Dec 22/4/71

Dec 13th July /65 at 315-316
15-5-75

Further Procs. 12/12/2-5-71
15-7-71 13-6-71

Salt of 1871

PUBLIC WORKS.

The Asst. Superintending Engr
8th Division

[Faint handwritten notes]

[Faint handwritten notes]

19th April 1895

No. 257 (257)

Memorandum
To the Asst. Superintending Engr
8th Division
For Engr. [unclear] the
Contract for the construction
of the [unclear] the [unclear].
[unclear] amount [unclear]